Country Fest

May 29-31, 2015

Nashoba Valley Ski Area, 79 Power Road, Westford MA

KIDDIELAND APPLICATION

Business Name: _____ Owner's Name: _____

Address:_____

Email Address: _____ Website: _____

Phone:_____ Cell:_____ Fax:_____

Contact Person (if other than owner) Name:_____ Phone: _____

List a complete description of what you propose to do/ sell at your booth. Please include a description of all products/ prizes you intend to sell or give away. Only items listed on the application and approved by the Committee are permitted at vendor's booth. Beverage Sales: FestEvents reserves the exclusive right to be the sole vendor of any and all beverages within the grounds of the Country Fest :

DESCRIPTION OF BOOTH SPACE (INCLUDE TENT/ TRAILER MEASUREMENTS & PHOTOS):

* Kiddieland Vendors shall be provided a 10' x 10' space at a nonrefundable fee of $250. Vendors are responsible for furnishing their own tents, trailers, tables, chairs, displays cases, and any other equipment. Vendor's products and demonstrations shall be confined to the 10' x10' space. If vendors cannot fit within these perimeters additional booth space must be purchased at $250 per additional 10'x 10' space. No roaming advertisements or solicitation is allowed. Booths may not be subdivided.

( ) Trailer with hitch_____

( ) Providing own tent _____

( ) Electricity (20 amps) $50. Vendors are responsible for providing 150' of commercial grade (3-wire heavy-duty) extension cord to tie into the electricity. Generators shut down each night so no overnight refrigeration available at booths.

List All Electrical Equipment:

_____

BOOTH FEE: Deposit of $150 due March15, Final Payment due by May 15:

10' x 10' Kiddieland Vendor Space @ $250: **$_____**

Additional 10' x 10' Space @ $250: **$_____**

Electricity @ $50 **$_____**

TOTAL AMOUNT DUE: **$_____**

(-) $150 Deposit, Due March 15: **$_____**

Balance Due May 15: **$_____**

Check(s) should be made payable to: FestEvents of New England. There shall be a $25.00 service fee for any check that is returned for insufficient funds or for any other reason. Vendors registering after May 15 must submit total payment in the form of cash, credit card, bank check, or money order. Business checks or personal checks shall not be accepted after this date.

-OR- Please charge my Credit Card:

Credit Card Type_____ Account #_____Exp_____ CID_____

Name of Card Holder_____ Billing Address_____

Signature of Card Holder_____ Date_____

By signing this application below, I acknowledge that I have read and understand the Rules and Regulations and the application.

Enclosed is my application for the Nashoba Valley Country Fest. I understand that all fees are nonrefundable. I agree to assume full responsibility for my conduct and for all property that I bring on the premises and shall hold neither Nashoba Valley Ski Area nor FestEvents of New England or any of their employees, officers, volunteers, sponsors or advertisers responsible for any damages or personal injury, theft, or any other act that may occur at the event. Nashoba Valley Ski Area, FestEvents of New England, nor any of their employees, officers, volunteers, sponsors, or advertisers shall not have any liability whatsoever for any damages to any person, matter, or thing resulting neither from storm, wind, water, or other Acts of God, nor from fire, strikes, or lockouts. I understand that my name or business and any photos may be used for promotional and/or informational purposes. I have read and agree to abide by all rules.

Signature _____ Date _____

Questions, please email vicky@festeventsne.com

Office Use Only: Date Received _____ Approved_____ Denied_____

Recd: Application_____ Rules_____ Insurance_____ Deposit _____ FP _____ Employee Roster_____

Mail all documents to: FestEvents of New England, 15 Pine Street, Seabrook, NH 03874

Country Fest Nashoba Valley Ski Area
VENDOR RULES, REGULATIONS AND POLICIES
Please read through each rule carefully and sign and return the last page of this document.

1) In reference to this event, the term "Committee" refers to a duly appointed committee of FestEvents of New England, the event management and production agency of the Country Fest, Nashoba Valley Ski Area. This Committee shall be considered the final authority on all matters pertaining to this event. All Kiddieland Vendors hereinafter are referred to as "vendors".

2) Compliance: All vendors are required to comply with all Federal, State and Local regulations in addition to policies of the Committee. Vendors are responsible for making all necessary arrangements to be in compliance with these regulations.

3) Applications: All applications are due by March 15. Applications shall only be accepted as complete once all of the following have been received:

- Completed & Signed Application
- Original signed copy of the Rules and Regulations
- Certificate of Insurance as outlined within
- Deposit of $150 payable to "FestEvents of New England"

4) Certificate of Insurance: A Certificate of Insurance for General Liability including but not limited to, premises, products and completed operations, for a combined single limit of $1,000,000 per occurrence for bodily injury and property damage with an annual aggregate of $1,000,000. Product liability must cover fourteen (14) days prior to the festival. All insurance shall be extended to cover the Nashoba Valley Ski Area and FestEvents of New England as "additionally insured," and serve as indemnification for any injuries, damage, or harm caused by the vendor. The vendor shall be liable and hold Nashoba Valley Ski Area and FestEvents of New England harmless from any and all claims, including costs and attorney fees, for injuries or harm to people and damage to people or property which may arise directly or indirectly from the vendor. **Vendors may already have this insurance coverage as part of their regular business insurance and are encouraged to contact their insurance agent to verify.**

5) Arrival and Set-Up: Vendors must first check in with on-site management for booth assignments which are available after 9:00 am on Thursday. All vendors should arrive by Friday at 10AM. The Committee determines all Vendor booth locations. Once checked in vendors shall be given two (2) three-day admission passes.

6) All vendors must be set up by Friday at 12PM for mandatory inspections.

7) Booths must be operational prior to the festival opening at 4pm on Friday. Spaces that are not in compliance or ready for business by 4pm on Friday shall be considered a "no-show" and re-rented with all fees forfeited. All vehicles must be off-site and parked in a parking space by 2PM on Friday.

8) Allotted Space and Fees: Vendors shall be provided a space of 10' x 10' for a nonrefundable fee of $300. Vendors must stay within the perimeter lines that shall be clearly marked. If equipment and supplies cannot fit within these perimeters additional booth space must be purchased at $150 per additional 10'x 10' space. Vendors may not distribute samples of any kind whenever such actions block the walkways or in any way handicaps neighboring vendors. No roaming advertisements or distributions of any kind are allowed. Booths may not be subdivided.

9) Equipment: Vendors are responsible for furnishing their own tents, trailers, tables, chairs, displays cases, fire extinguishers, storage supplies, extension cords and any other equipment and to be in compliance with State and Local laws.

10) Beverage Sales: The Committee reserves the exclusive right to be the sole vendor of any and all beverages within the grounds of the Festival. If you are found serving beverages you will be met with immediate sanctions, up to and including expulsion from the festival and/or prohibiting future participation without refund.

11) State Sales Tax: Vendors are responsible for reporting and paying all applicable State sales taxes. For on-line registration visit www.mass.gov/dor and click on "Web File for Business". Vendors are also responsible for maintaining their own cash/change banks.

12) Hours of Operation: Operating hours are Friday 4:00pm-10:00pm, Saturday 12:00pm-10:00pm and Sunday 12:00pm-8:00pm. At a minimum, all vendor booths must be open during the operational hours stated above. Vendors who violate this provision shall be prohibited from participating in any future events.

13) Electrical: 20 amp/120 volt electrical service is available for $50. Only Committee staff shall connect electrical hookups. Vendors may not connect or disconnect themselves to the electrical system. Vendors must list ALL equipment requiring electricity on the application. Equipment cannot exceed 120 volts/ 20 amp circuits. Volt and amp specifications are listed on the nameplate of all equipment. Additional electrical requirements not listed on your application shall require that vendors make arrangements with the on-site electrical contractor at the vendor's expense. Vendors in excessive use of electricity shall be asked to reduce their electrical usage and shall be given a warning. Vendors are responsible for providing 150 feet of 20AMP rated, commercial grade (3-wire heavy-duty) extension cords to "direct-connect" to the generator per State code. No electric cords or wires shall run across walkways.. 220-Volt service is not available. Any vendor found tampering with electrical boxes or violating electrical policies shall be asked to leave the festival, forfeit fees paid and may be excluded from future festivals.

14) Phone Lines: No phone lines are provided for credit card transactions or outside calls. ATMs are available throughout the festival.

15) Securing Tents: Tents must be anchored securely in the case of inclement weather.

16) Tent Fire Codes: Vendors with **any type of cooking equipment or means of fire ignition** must have certified fire retardant tents. Tents require certification executed by an approved testing laboratory stating that the tent flame retardant meets or exceeds NFPA 701, standard methods of fire tests for flame propagation of textiles and films, and that such flame resistance is effective during the time period the equipment is being used.

17) Fire Extinguisher: All vendors shall have a fully charged and operational fire extinguisher with a legible and current inspection tag in their booth at all times. For non-cooking vendors a 2 ½ lb. (minimum size) ABC extinguisher is required. Vendors who are cooking are required to have a K-rated liquid fire extinguisher.

18) Westford Fire Prevention Officers shall be on site to inspect your booth. Officials shall continue to closely monitor operations throughout the duration of the event. If you fail to abide by the safety rules, you shall be asked to leave the festival without refund.

19) Securing Products and Property: Vendors shall take the necessary precautions to secure their booth and products during closure times.

20) Motorized Vehicles and Golf Carts: are prohibited on the grounds.

21) Deliveries: Vehicles servicing and restocking booths shall be allowed access on Saturday and Sunday mornings from 7am-9am.

22) Booth Appearance: Vendors are responsible for keeping booth areas clean during all hours of operation and for proper disposal of all waste materials at the conclusion of each day in the dumpsters provided on-site.

23) Co-Op Marketing: The Committee must approve any co-promotions planned by participants with any local media in advance.

24) Codes of Conduct: All vendors shall maintain appropriate noise level and a respectable behavior. All vendors are required to conduct themselves in a professional, respectable and courteous manner. Aggressive or offensive conduct shall not be tolerated. All vendors shall comply with all "Rules and Regulations" including: maintaining booth cleanliness, trash removal, proper grease, fat, and food disposal and booth space encroachment. Non-compliance of rules and regulations, directives and behavior shall result in immediate closure of your booth without refund.

25) Noise Ordinance: Vendors with any type of music, sound projections, public address systems or any noise making machines must be conducted as to not disrupt adjacent vendors and their patrons, nor cause the walkways to be blocked.

26) Prohibited Items and Actions: The following items and/or actions are strictly prohibited from the festival grounds: tobacco sales, items of profanity of any kind, lasers, knives, firearms, weapons, use of profane language or behavior, games of chance with cash prizes and/or any items, activity or behavior detrimental to the Committee, participants and attendees.

28) Pets: Pets are not permitted which and is strictly enforced. Service pets are welcome.

29) Rain Date: The Country Fest, Nashoba Valley Ski Area shall take place Rain or Shine. The festival shall not be rescheduled. All vendor operations shall continue Rain or Shine. No refunds or partial refunds shall be given due to weather conditions.

30) Cancellations: Booth fees are nonrefundable.

31) Admission Passes: Each vendor shall receive two (2) three-day passes. Vendors can purchase additional passes as needed at the admission gates.

Mail all documents to: FestEvents of New England, 15 Pine Street, Seabrook, NH 03874

32) Parking: Parking is available directly at the venue. Vendors shall not park in prime parking locations closest to the entrance gates leaving these spaces available for the general public.

33) Break-down: Vendors shall remain in operation until the conclusion of the fair on Sunday at 8:00pm. All equipment must be removed within 24 hours. Due to public safety concerns, no vehicles may access the venue with vehicles until 8:30pm on Sunday or until an official announcement has been made.

34) Rules and Regulations: All participants must agree to all rules and regulations issued by the Committee. Misunderstanding or disagreements over the rules and regulations shall be resolved in favor of the Committee. The Committee reserves the right to refuse entrance to the event for any reason whatsoever. Vendors in violation of the Rules and Regulations shall be given a verbal or written warning. If the problem persists the vendor shall be asked to leave the fair without refund.

Vendors are private contractors. Vendors agree that neither Nashoba Valley Ski Area or FestEvents of New England, the Committee nor any employees, officers, volunteers, agents, vendors, and advertisers of the above, shall be held responsible for any injury, loss or damage that may occur to the Vendor or to the vendor's property or their employees or their property, from any cause whatsoever, prior to, during or subsequent to the period covering the event. Vendor agrees to indemnify and hold Nashoba Valley Ski Area, FestEvents of New England, its agents, vendors and advertisers harmless from any and all losses, costs, damages and expenses including, without limitation, attorney's fees, arising from vendor's activities and operations at the event.

The undersigned on behalf of his/her establishment and/or organization agree that they understand and shall comply with all of the rules, regulations, policies and directives and further agree to correct any infractions or violations immediately upon notification. It is understood that any failure to comply with requests for remedial action from the Committee or its representatives could result in disciplinary actions up to and including immediate ejection from the event and could further provide a prohibition from any future participation.

Enclosed is my application for the Country Fest, Nashoba Valley Ski Area. I understand that all fees are nonrefundable. I agree to assume full responsibility for my conduct and for all property that I bring on the premises and shall hold neither Nashoba Valley Ski Area, FestEvents of New England, nor any of their employees, officers, or volunteers, vendors, and advertisers responsible for any damages or personal injury, theft, or any other act that may occur at the event. Nashoba Valley Ski Area, FestEvents of New England nor any of their employees, officers, or volunteers, vendors, and advertisers shall not have any liability whatsoever for any damages to any person, matter, or thing resulting neither from storm, wind, water, or other Acts of God, nor from fire, strikes, or lockouts. I understand that my name or business and any photos may be used for promotional and/or informational purposes.

By signing this application below, I acknowledge that I have read and understand the Rules and Regulations and the application. I agree to abide by all of the Rules and Regulations as well as any other requirements included herein as part of this application.

Signature: _____ Date: _____

RETURN DOCUMENT CHECKLIST

DID YOU REMEMBER TO INCLUDE…?

- ✓ Signed Application
- ✓ Signed copy of the Rules and Regulations
- ✓ Certificate of Insurance as outlined within
- ✓ Deposit of $150 payable to "FestEvents of New England"
- ✓ Upon signing this document please make a copy for your records

Mail all documents to: FestEvents of New England, 15 Pine Street, Seabrook, NH 03874